

Panaji, 8th July, 2021 (Asadha 17, 1943)

SERIES II No. 15

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 14 dated 01-07-2021 namely, Extraordinary dated 07-07-2021 from pages 287 to 294 regarding Circulars from Department of Finance.

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

—

Notification

No. 3/4/P&E/PMFBY/SGRC/2021-22/D.Agr

Government is pleased to constitute the Taluka Level Grievance Redressal Committee and District Level Grievance Redressal Committee for the purpose of Crop Insurance Scheme "Pradhan Mantri Fasal Bima Yojana" (PMFBY) in the State to address grievances of all stakeholders particularly insured farmers under the scheme which might arise and resolve at Taluka Level or District Level.

The following Members are nominated for a Committee of a Taluka Level Grievance Redressal Committee (TLGRC) under the scheme PMFBY.

a) Taluka Level Grievance Redressal Committee:

1. Zonal Agriculture Officer of the taluka — Chairman.
2. Block Development Officer of the taluka — Member.
3. Representative, Goa State Co-operative Bank Ltd. — Member.
4. Representatives of Insurance Company (selected Implementing Agencies) — Member.
5. Farmer Representatives (1 man and 1 woman farmer) from the taluka — Member.
6. Assistant Agriculture Officer of the taluka — Convener.

The following Members are nominated for a Committee of a District Level Grievance Redressal Committee (DLGRC) under the scheme PMFBY.

b) District Level Grievance Redressal Committee (DLGRC) for North Goa & South Goa District:

1. Collector of the District — Chairman.
2. Lead District Manager of the District — Member.
3. Manager (DDM), NABARD of the District — Member.
4. Representatives of Insurance Company (selected Implementing Agencies) — Member.
5. Farmer Representatives (1 man and 1 woman farmer) from the District — Member.
6. District Agriculture Officer of the District — Convener.

Taluka Level Grievance Redressal Committee (TLGRC) is constituted at the Block/Tehsil level under the Chairmanship of Block/Tehsil level officer to record & respond to the grievances of Farmers, Banks, and ICs etc. within 7 days of receipt of grievance. In case of dissatisfaction, the matter may be brought before District Level Grievance Redressal Committee (DLGRC). The TLGRC shall meet once every month to address the grievances, if any.

District Level Grievance Redressal Committee (DLGRC) is constituted for Redressal of grievances of Farmers, Banks, Insurance Company, District Authority/Department. The DLGRC will dispose the matter within 15 days. The decision of the Committee shall be accepted by all the parties and in case of disagreement with the decision, the same shall be represented to the State Level Grievance Redressal Committee (SLGRC) within 15 days

from the decision of DGRC. The DGRC shall meet once every quarter to address the grievances, if any.

By order and in the name of the Governor of Goa.

Nevil Alphonso, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 05th July, 2021.



Department of Civil Supplies & Consumer Affairs

Order

No. DCS/CC/Writ.Pet. 165 of 2021/77/2021-22/37

- Ref.:- 1) No. DCS/ADCS/Appoint/146/2017-18/75 dated 30-06-2017.
2) No. DCS/CC/Writ.Pet.165 of 2021/77/2021-22/30 dated 09-06-2021.

Whereas, Government of India enacted Consumer Protection Act, 2019 vide notification dated 15-07-2020 thereby repealing Consumer Protection Act, 1986.

And whereas, Government of India appointed the 20th day of July, 2020 as the date on which aforesaid Act shall come into force.

And whereas, under the aforesaid Act District Consumer Disputes Redressal Forum was re-designated as District Consumer Disputes Redressal Commission.

And whereas, under Section 31 of the Consumer Protection Act, 2019 the President of the District Commission shall continue as the President of District Commission till the completion of tenure.

And whereas, it is claimed by Judge Shri Pradip V. Sawaiker of being entitled to the following allowances in terms of Order No. 12/06/2018-LD/Estt/82 dated 10-01-2019 of Department of Law and Judiciary (Estt.) Division, Government of Goa, copy of which is annexed as Annexure 'E':-

- 1) D. A. allowance at the prescribed rates on the basic pay,
- 2) H.R.A. at 20% on the revised basic as per Model Rules,
- 3) Medical allowance of Rs. 1,000/-,
- 4) Sumptuary allowance of Rs. 6,000/-,
- 5) Newspaper and magazine allowance,
- 6) Telephone facility,
- 7) Transport,
- 8) L.I.C.,
- 9) Interim relief at the rate of 30% on the revised basic.

And whereas, it was also brought to the notice that the increment was not released.

Whereas, Judge Pradip V. Sawaiker, resident of H. No. 11/1 Near Prime Enclave, Alto-Chicalim, Goa filed Writ Petition 165 of 2021 in M/O Order directing the department to pay to the Petitioner salary as admissible to the District Judge in super time scale of pay as revised by Central Government.

And whereas, the aforesaid file was received back from Finance Department with appropriate recommendation only on 09-06-2021 vide inward No. 1506, after intense persuasion and follow up by this department.

And whereas, Order modifying the condition No. 2 in the original Order No. DCS/ADCS/Appoint/146/2017-18/75 dated 30-06-2017 was issued w.e.f. 20-07-2020 which read as:-

The President of District Commission shall receive the salary of the District Judge in the super time scale of pay minus pension if received from previous service.

And whereas, it may be stated that the Petitioner would continue to the allowances in terms of Order No. 12/06/2018-LD/Estt/82 dated 10-01-2019 issued to Department of Law and Judiciary (Estt) Division, Government of Goa, as such Finance Department has not mentioned any denial of the same.

And whereas, the contention with reference to release of increments, the same shall be granted. The Directorate of Accounts would issue necessary communication of Consumer Protection Act, 2019 being repository of domain.

Now therefore, within the framework of the Consumer Protection Salary, allowances and conditions of the service of President and Members of the State Commission and District Commission) Model Rules, 2020, Order No. 10/01/2019, the Administrative and Finance Concurrence obtained in this regard the representation of Judge Pradip V. Sawaiker dated 30-07-2020 is hereby disposed off.

By order and in the name of the Governor of Goa.

Siddhivinayak Naik, Director & ex officio Joint Secretary (Civil Supplies & Consumer Affairs).

Panaji, 25th June, 2021.

Corrigendum

Read: Order No. DCS/CC/Estt.SC/72/2020-21/06 dated 09-04-2021/46

The above cited order is partially modified. The word "number" mentioned in the para 2 may be

read as "Member" and the words "State Commission" and "National Commission" mentioned in the para 2 of the said order may be read as "District Commission".

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Director & ex officio Joint Secretary (Civil Supplies & Consumer Affairs).

Panaji, 30th June, 2021.

Corrigendum

Read: Order No. DCS/CC/Estt.SC/72/2020-21/05 dated 09-04-2021/47

The above cited order is partially modified. The words "number" and "National Commission" mentioned in the para 2 of the said order may be read as "Member" and "State Commission" respectively.

By order and in the name of the Governor of Goa.

Siddhivinayak S. Naik, Director & ex officio Joint Secretary (Civil Supplies & Consumer Affairs).

Panaji, 30th June, 2021.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Corrigendum

No. 41/4/2008/TS/RCS/Vol-II/743

Read: 1. This office circular 41/4/2008/TS/RCS/5235 dated 10-02-2020.

2. This office Notification 41/4/2008/TS/RCS/1522 dated 06-08-2020.

3. Corrigendum 41/4/2008/TS/RCS/2012 dated 18-09-2020.

4. Corrigendum 41/4/2008/TS/RCS/3687 dated 05-02-2021.

1. In the annexure to the notification dated 06-08-2020 read at Serial No. 2 above serial No. 4(a) shall be submitted and read as under "the last date of application to avail the OTS scheme be decided by the Board, however the same shall not be extend beyond 30th September, 2021.
2. The cut off date of the scheme applicable to the non performing assets (NPA) accounts mentioned in the annexure at Serial No. 1 on the eligibility criteria in the notification dated 06-08-2020 read at Serial No. 2 above may be read as "31-03-2016" instead of 31-03-2015 with same terms and conditions of the notified scheme.
3. The cut off date for settlement under 'Double the principal' category in the annexure at Serial No. 6 (j) on the "compromise formula" in the notification dated 06-08-2020 read at Serial No. 2 above may be read as "cut off date i.e. 31-03-2021 instead of 31-03-2020 with same terms and conditions of the notified scheme.
4. Under 'Covid Exit' the expression of the sentence "society can give special rebate to its members who have availed loans may be read as 'post 2016' instead of 'post 2015' and cut off date mentioned in the corrigendum dated 18-09-2020 shall be read as 'up to 31-03-2021' instead of 31-03-2020" with same terms and conditions of the notified scheme.

Other contents of the annexure remain unchanged.

By order and in the name of the Governor of Goa.

Arvind B. Khutkar, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, June, 2021.

Department of Environment & Climate Change

Order

No. 7/4/98/STE/DIR/Part III/224

Read: (i) Notification No. 7/4/98/STE-DIR/Part I/922 dated 04-12-2007.

(ii) Addendum No. 7/4/98/STE-DIR/Part I/1545 dated 15-01-2010.

(iii) Addendum No. 7/4/98/STE-DIR/Part I/104 dated 23-04-2015.

(iv) Addendum No. 7/4/98/STE-DIR/Part II/480 dated 12-09-2019.

Vide above read Notifications, the Government of Goa, in pursuance of Clause (c) of Rule 2 of the Noise Pollution (Regulation and Control) Rules, 2000 (hereinafter called the "said Rules"), has designated various Officers as 'Authority' for the maintenance of the ambient air quality standards in respect of noise under the said Rules.

2. The Hon'ble High Court of Bombay at Goa, Panaji vide its directives in MCA No. 588 of 2010 in *Suo Motu Writ Petition No. 4 of 2006 (The Citizens Committee on Noise Pollution v/s State of Goa)*; has directed that the list of the Officers designated as 'Authority' under the said Rules, should be published for information of the public alongwith details of their telephone numbers.

3. In pursuance of the directives of the Hon'ble High Court, Department of Environment; hereby publishes the names and telephone numbers of the Officers designated as 'Authority' under the said Rules, for general information of the public.

Sr. No.	Name and designation of the Officer	Office Tel. No.	Fax No.	Mobile No.
1	2	3	4	5
1.	Mr. Ajit Roy, IAS, Collector & District Magistrate, North Goa, Panaji	2223612 2225383 2427690 2225083	2426492	9822123071
2.	Ms. Ruchika Katyal, IAS, Collector & District Magistrate, South Goa, Margao	2705333 2702699 2737566 2714907	2733026 2794402	9422439439
3.	Ms. Gopal Parsekar, Addl. Collector-(I) & Addl. District Magistrate, North Goa, Panaji	2223418 2225383	2426492	9923267335
4.	Mr. Surendra Naik, Addl. Collector-(I) & Addl. District Magistrate, South Goa, Margao	2794423	2733026	9822142132
5.	Mr. Gurudas Dessai, Dy. Collector & Sub-Divisional Magistrate, Tiswadi, Panaji	2225511	2225511	9422394914
6.	Mr. Pradeep Naik, Dy. Collector & Sub-Divisional Magistrate, Ponda	2312469 2311498	2312469	9850065288
7.	Mr. Rajesh Ajgaonkar, Dy. Collector & Sub-Divisional Magistrate, Bardez, Mapusa	2262038 2250398	2262038	9921389999
8.	Mr. Deepak Vaingankar, Dy. Collector & Sub-Divisional Magistrate, Bicholim	2362058 2360254	2362058	9075289929
9.	Mr. Ravishekhar Nipanikar, Dy. Collector & Sub-Divisional Magistrate, Pernem	2201142	2201142	9423062384
10.	Mr. Rajesh Azgaonkar, Dy. Collector & Sub-Divisional Magistrate, Satari	2374800	—	9921389999
11.	Mrs. Jyoti Kumari, Dy. Collector & Sub-Divisional Magistrate, Salcete, Margao	2794145	—	8882804403

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1	2	3	4	5
12.	Mr. Sachin Desai, Dy. Collector & Sub-Divisional Magistrate, Mormugao, Vasco	2512688 2500565	2512688	8668219025
13.	Mr. Nilesh Dhaigodkar, Dy. Collector & Sub-Divisional Magistrate, Quepem	2662228 2662241	2662228	9607447316
14.	Mr. Sagar B. Gawade, Dy. Collector & Sub-Divisional Magistrate, Sanguem	—	—	9763467272
15.	Mr. Uday Prabhu Dessai, Dy. Collector & Sub-Divisional Magistrate, Canacona	2643696	2643696	9764480571
16.	Mr. Kedar Naik, Dy. Collector & Sub-Divisional Magistrate, Dharbandora	2614036	2614037	9823915623
17.	Mr. Shobhit Saxena, IPS, Superintendent of Police (North Goa), Panaji	2416100	2416243	7875756013
18.	Mr. Pankaj Kumar Singh, IPS, Superintendent of Police (South Goa), Margao	2732218	2733864	7875756016
19.	Mr. Santosh Dessai, Sub-Divisional Police Officer, Tiswadi, Panaji	2226519	2226519	7875756021
20.	Mr. Nelson Albuquerque, Sub-Divisional Police Officer, Ponda	2317978	2317978	7875756035
21.	Mr. Harish Madkaikar, Sub-Divisional Police Officer, Salcete, Margao	2714449 2710656 2714454	2714449	7875756038
22.	Mr. Rajendra V. Raut Dessai, Sub-Divisional Police Officer, Mormugao, Vasco	2500222	2500222	7875756048
23.	Mr. Gajanan Prabhudessai, Sub-Divisional Police Officer, Mapusa-I for Pernem, Mapusa & Anjuna Police Stations	2262207	2262207	7875756025
24.	Mr. Edwin M. S. Colaco, Sub-Divisional Police Officer, Porvorim for Calangute & Porvorim Police Stations	2412723	2412723	7875756029
25.	Mr. Kiran J. Poduval, Sub-Divisional Police Officer, Quepem	2663900	2663900	7875756043

26.	Mr. Gurudas Gawade, Sub-Divisional Police Officer, Bicholim	2363737	2363737	7875756025
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This order shall supersede the Order No. 7/4/98/STE-DIR/Part III/1160 dated 08-01-2021.

Dasharath Redkar, Director/ex officio Jt. Secy. (Environment & CC).

Panaji, 1st July, 2021.

Notification

No. 41/4/2006/STE-DIR/207

Read: Notification No. 41/4/2006/STE-DIR/1595 dated 19-02-2015.

In exercise of the powers conferred by sub-section (1) of Section 29 of the Air (Prevention and Control of Pollution) Act, 1981 (Central Act 14 of 1981) (hereinafter referred to as the "said Act") and in supersession of the Government Notification No. 15-2-89-STE dated 4-7-1991, published in the Official Gazette, Series II No. 16 dated 18-7-1991, the Government of Goa hereby appoints Mrs. Joshna Mahale, Scientific Assistant, to be a Government Analyst for the purpose of analysis of samples of air or emission sent for analysis to any laboratory established or specified under sub-section (1) of Section 28 of the said Act.

This Notification shall come into force with immediate effect.

This is issued with the approval of the Government vide U.O. 547 dated 23-06-2021.

By order and in the name of the Governor of Goa.

Dasharath M. Redkar, Director & ex officio Joint Secretary (Environment & Climate Change).

Panaji, 29th June, 2021.

Notification

No. 41/4/2006/STE-DIR/208

Read: Notification No. 41/4/2006/STE-DIR/1594 dated 19-02-2015.

In exercise of the powers conferred by sub-section (2) of Section 53 of the Water (Prevention and Control of Pollution) Act, 1974 (Central Act 6 of 1974) (hereinafter referred to as the "said Act") and in supersession of the Government Notification No. 15/2/89-STE dated 11-8-1989, published in the Official Gazette, Series II No. 21 dated 24-8-1989, the Government of Goa hereby appoints Shri Nilesh Parsekar, Scientist 'B' to be a Government Analyst for the purpose of analysis of samples of water or of

sewage or trade effluent sent for analysis to any laboratory established as specified under sub-section (1) of Section 52 of the said Act.

This Notification shall come into force with immediate effect.

This is issued with the approval of the Government vide U.O. 547 dated 23-06-2021.

By order and in the name of the Governor of Goa.

Dasharath M. Redkar, Director & ex officio Joint Secretary (Environment & Climate Change).

Panaji, 29th June, 2021.

Notification

No. 2-17-2021/ENV & CC/DIR/209

Goa State Pollution Control Board has taken decision to required empanel Manufacturing/ Vendors for installation, operation and maintenance of STP and ETP Plants in its 147th meeting of the Board held on 27-05-2021. Also the Hon'ble Minister for Environment and Climate Change had given assurance in the Assembly that the Board will empanel agencies for installation/ Maintenance of STP/ETP with the following empanels Manufacturing/Vendors:

Sr. Empanelment of manufacturers/Vendors
No.

1. Bactreat Environmental Solutions LLP
Authorised person: Dr. Srikant Mutnuri
Email: bactreat@gmail.com, Phone: 9421243443
Address: Qtr C 175, C/o Birla Institute of Technology & Science, Pilani-KK. Birla Goa, Campus NH 17B, Bypass Road, Zuari Nagar 403726, Goa, India.
2. Bhumi Environment & Pollution Consultants OPC Pvt. Ltd., Authorised person: Mr. Anurag Korgaonkar. Email: bhumienviron@gmail.com
Phone: 9860278538.
Address: 5/14/26 303, Liberty Apt., Feira Alta, Mapusa-Goa.

3. Biouma
Authorised person: Sarvada Ajit Joshi
Email: biouma.goa@gmail.com
Phone: 0832-6410513
Address: S2 Second Floor, Vasudev Arcade, Bicholim, Goa. Pin-403504.
 4. Biowater Treatment Systems LLP
Authorised person: 1. Mr. Derrick Antonio Fernandes. 2. Mr. Shahaveer Jamshedji.
Email: sales@biowater.in, Phone: 9377666568
Address: 1) H. No. 1247, Dapot, Maxem, Loliem, South Goa 403728.
3) D-401, The Oakwood, TP-I, Road C, Vasant Vihar, off Vasna-Bhayali Road, Vadodara, 391410, Gujarat, India.
 5. Enviro-Axis
Authorised person: Mr. Dinesh Subhash Manerkar, Email: enviroaxis@rediffmail.com
Phone: 9146028568/9637724909.
Address: H. No. 405/31, Behind Mandovi Clinic, Porvorim Bardez, North Goa 403501.
 6. EP Kamat Group
Authorised person: 1) Mr. Mahesh Bakal
2) Shri Rajkumar G. Kamat
Email: mahesh.epee@gmail.com
Phone: 8322431081/9822487749
Address: AG-14, Campal Trade Centre, opp. Vivanta by Taj, Panaji, Goa 403001.
 7. Environmental Solutions and Research Organization.
Authorised person: Mr. Omkar P. Jog
Email: mail@esro.org.in/esroconsult@gmail.com
Phone: 7774907400/9921409469
Address: 638, Gera Imperium Star, Patto Plaza, Panaji, Goa-403001.
 8. H₂O Technologies
Authorised person: Mr. Reuben Arul Manoharan
Email: h2o-technologies@hotmail.com
Phone: 9371035967, Address: Golden Nest building, Plot No. 6, House No. 900(8), Paradise Co-op. Housing Society Ltd., Flat N. S1, 2nd Floor, Pundalik Nagar, Alto-Porvorim, Bardez-Goa 403521.
 9. In over Engineering and Consultants LLP
Authorised person: Mr. Gautam Naik
Email: sales@inovar.in
Phone: +91-7028039207/7028039209.
Address: AF-I, Mhalasa Narayani Complex, Farmagudi, Ponda-Goa, 403401.
 10. Lila Digital And Environmental Solutions Pvt. Ltd.
Authorised person: Mr. Gavin D'Souza
Email: gavin@lilasolutions.in
Phone: 9890515155, Address: E/2 1" Floor, Ramakant Apartments, MG Road, Near Don Bosco HSS, Panaji-Goa-403001.
 11. SFC Environmental Technologies Pvt. Ltd.
Authorised person: Mr. Sanket P. Dhandoriya
Email: sanket@ctechsbr.com Phone: 9619898804
Address: House No. 8-22, Althino, Near PWD water tank, opp. Chief Justice Bunglow, Panaji, North Goa-403001.
 12. SC Corp Engineering Solutions
Authorised person: Mr. Sagar Apte
Email: sgcorpsp@gmail.com
Phone 7038703986, Address 1) H. No. 206, Karapur Tisk, Sankhali, Goa 403505
2) Shop No. 4, Salgaonkar Residency, opp. Bagayatdar Bazar, Near Azad Bhavan, Porvorim, Goa 403521.
 13. Shrushti Envirocare India Pvt. Ltd.
Authorised person: Manga I. P. Patil
Email. shrustienvirocare-ipl@yahoo.com
Phone: 8378991651/9172072042
Address: 10/154, shop No. F-13, 1" Floor, Vaikunth Chambers, Near Datta Mandir, Quepem-Goa 403705.
 14. Shrushti Envirocare
Authorised person: Pandurang J. Patil
Email: shrustienvirocare@yahoo.co.in
Phone: 9850456151, Address S-9, Second Floor, Rajaram Chambers, behind Petrol Pump, Quepem-Goa 403705.
 15. Sustainable Designed solutions
Authorised person: Capt. Joseph Lobo
Email: cptjelobo@gmail.com Phone: 9923409414
Address: 33/7 Eden, Colvale, Goa 403513.
- The above Manufacturing/Vendors for installation, operation and maintenance of STP and ETP Plants for a period of one year and to operate and maintaining the same for the period of five years after installation.
- The GSPCB will be examine the maintenance operation and installation of STP/ETP, in case of non-compliance GSPCB will initiate action against the vendors.
- This is issued with the approval of the Government vide U.O. 549 dated 23-06-2021.
- By order and in the name of the Governor of Goa.
- Dasharath M. Redkar*, Director & ex officio Joint Secretary (Environment & Climate Change).
- Panaji, 29th June, 2021.

Notification

No. 2-29-2018/ENV/216

Read: Notification: 1. No. 2-29-2018/ENV/239
dated 22-06-2020.

2. No. 2-29-2018/ENV/239
dated 31-12-2020.

Whereas, "Section 19 sub-section (3) of the Air (Prevention and Control of Pollution) Act, 1981 states that if the State Government, after consultation with the State Board, is of the opinion that the use of any fuel, other than an approved fuel in any air pollution control area or part thereof, may cause or is likely to cause air pollution, it may, by notification in the Official Gazette, prohibit the use of such fuel in such area or part thereof with effect from such date (being not less than three months from the date of publication of the Notification) as may be specified in the notification."

Whereas, the Goa State Pollution Control Board (GSPCB) vide its letter No. 1/20/Vol. XXIII/Admn./3583 dated 11-06-2020 recommended to prohibit the use of certain fuels in the State of Goa:

Now, therefore, in exercise of the powers conferred by sub-section (3) of Section 19 of the Air (Prevention and Control of Pollution) Act, 1981, the State Government in consultation with the Goa State Pollution Control Board (GSPCB) issues directions to

"Prohibit" the use of following fuels, in the State of Goa:

- (1) Petcoke;
- (2) Furnace oil.

All units utilising Pet Coke as fuel & furnace oil as fuel shall discontinue the use of the above fuels for after a period of 06 (six) months from the date of notification i.e. upto 31-12-2021.

This is issued with the approval of the Government vide U.O. 558 dated 30-06-2021.

By order and in the name of the Governor of Goa.

Dasharath M. Redkar, Director & ex officio Joint Secretary (Environment & Climate Change).

Porvorim, 30th June, 2021.

Department of Industries**Order**

No. 17/1/2020-IND/212

The Government of Goa is pleased to constitute a Selection Committee for monitoring the e-auctioning proceeding of 5.00 lakh sq. mts. land repossessed from Special Economics Zone (SEZ) parties a Verna Industrial Estate comprising of following members:

- | | |
|--|---------------------|
| 1. Secretary (Industries) | — Chairperson. |
| 2. Additional Secretary (Finance) | — Member. |
| 3. Under Secretary (Industries) | — Member. |
| 4. Director for Industries, Trade & Commerce | — Member. |
| 5. Director (PPP) | — Member. |
| 6. Managing Director, GIDC | — Member Secretary. |

The terms of reference of the above Committee shall be as under:-

- i. The committee may devise a standard procedure for carrying out the e-auction process.
- ii. The Chairperson may co-opt any person as an advisor/expert(s)/official(s) if necessary inputs and assistance.
- iii. The Chairperson shall hold its meetings on such dates and at such time and place as determined by him.

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Industries).

Porvorim, 2nd July, 2021.

**Department of Labour****Notification**

No. 28/2/2021-LAB/281

The following award passed by the Industrial Tribunal and Labaour Court, at Panaji-Goa on 25-05-2021 in Ref. No. IT/32/09 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 18th June, 2021.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURTGOVERNMENT OF GOA
AT PANAJI**(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)**

Ref. No. IT/32/09

Workmen,
Rep. by Goa Trade & Commercial
Workers Union,
Velhos' Building, 2nd Floor,
Panaji-Goa. ... Workmen/Party I.

V/s

M/s. G. K. B. Vision Ltd.,
27 & 28, Pilerne Industrial Estate,
Pilerne-Goa. ... Employer/Party II.Workmen/Party I represented by Adv. Suhaas Naik.
Employer/Party II represented by Adv. A. V. Nigalye.

AWARD

**(Delivered on this the 25th day of the
month of May of the year 2021)**

By order dated 04-09-2009, bearing No. 28/11/
/2008-LAB-I, the Government of Goa in exercise of
powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to this Tribunal
for adjudication.

- (1) Whether the following demands raised by the
Goa Trade & Commercial Workers Union
(AITUC), Panaji-Goa vide letter dated
24-12-2007, before the management of
M/s. GKB Ophthalmics Limited, Tivim
Industrial Estate, Mapusa-Goa, are legal and
justified?

Demand No. 1: Flat-rise in basic and pay-scales:

It is demanded that, each worker shall be paid
a sum of Rs. 1,000/- as Flat Rise in the basic salary
existing as on 31-10-2007. The total basic salary as
on 31-10-2007 plus the Flat Rise of Rs. 1,000/- per
month be placed in the pay-scales given below
and fitted at the appropriate stage which shall be
the Basic Pay of each worker with effect from
01-11-2007:

Grade	Designation	Pay-Scale
1	2	3
B	Jr. Operator	1225-100-1725-115-2300- -130-2950-150-3700.
C	Operator	1400-115-1975-130-2625- -145-3350-170-4200.
D	Sr. Operator	1575-130-2225-145-2950- -160-3750-190-4700.

1	2	3
E	Sr. Operator	1750-145-2475-160-3275- -175-4150-210-5200.

Demand No. 2: Special Increments:

It is demanded that all the workers shall be
made eligible to the following special increments
on the basis of their seniority with effect from
01-11-2007:

Those who have completed eighteen (18) years
as on 01-11-2007 shall be paid six (6) special
increments in the respective pay-scale; those who
have completed fifteen (15) years as on 01-11-2007
shall be paid five (5) special increments in the
respective pay-scale; those who have completed
twelve (12) years as on 01-11-2007 shall be paid
four (4) special increments; those who have
completed nine (9) years as on 01-11-2007 shall be
paid three (3) special increments; those who have
completed six (6) years as on 01-11-2007 shall be
paid two (2) special increments; those who have
completed three (3) years as on 01-11-2007 shall be
paid one (1) special increments.

Demand No. 3: Fixed Dearness Allowance (FDA):

It is demanded that, with effect from 01-11-2007,
each worker shall be paid Rs. 1,200/- per month
Fixed Dearness Allowance (FDA).

Demand No. 4: House Rent Allowance (HRA):

It is demanded that with effect from 01-11-2007,
each workperson shall be paid Rs. 900/- per month
towards House Rent Allowance (HRA).

Demand No. 5: Variable Dearness Allowance (VDA):

It is demanded that, with effect from 01-11-2007,
each worker shall be paid a Variable Dearness
Allowance (VDA) at the rate of Rs. 2/50 per point
over and above base 2500 points AAICPI
(1960=100). The Variable Dearness Allowance
(VDA) shall be revised every quarter (once in three
months).

Demand No. 6: Conveyance Allowance:

It is demanded that, each worker shall be paid
an additional amount of Rs. 850/- per month over
and above existing Conveyance Allowance as on
31-10-2007.

Demand No. 7: Education Allowance:

It is demanded that, with effect from 01-11-2007,
each worker shall be paid an additional amount of
Rs. 650/- per month over and above the existing
Educational Allowance.

Demand No. 8: City Compensation Allowance:

It is demanded that, with effect from 01-11-2007, each workperson shall be paid a sum of Rs. 400/- per month towards City Compensation Allowance.

Demand No. 9: Shift Allowance:

It is demanded that, w.e.f. 01-11-2007, each workperson shall be paid a Shift Allowance on the following basis:-

1st Shift Allowance	— Rs. 15/- per shift
2nd Shift Allowance	— Rs. 25/- per shift and
3rd Shift Allowance	— Rs. 35/- per shift

Demand No. 10: Out Door Food Allowance:

It is demanded that, whenever a workman is sent on out duty, he/she shall be paid an Out-Door Food Allowance towards breakfast, lunch, dinner, tea and snacks on the following pattern:-

Breakfast Rs. 35/- per day
Lunch Rs. 65/- per day
Dinner Rs. 65/- per day
Tea and Snacks Rs. 25/- per day

Demand No. 11: Leave Travel Allowance:

It is demanded that with effect from 01-11-2007, each workperson shall be paid Leave Travel Allowance (LTA) on the following basis:-

Grade-B Rs. 4400/-
Grade-C Rs. 5500/-
Grade-D Rs. 6500/-
Grade-E Rs. 7500/-

Demand No. 12: Overtime:

It is demanded that, each workperson shall be paid Overtime at double the rate of wages with retrospective effect. Whenever a worker is required to work on Sundays/Holidays and Weekly Offdays, he shall be paid double the rate of wages with a paid compensatory-off which shall be allowed to be availed by the worker within 3 days of such work. It is demanded that, when a workman of a first shift is asked to wait for the overtime for the 2nd shift, he shall be provided.

Demand No. 13: Leave Facilities:

It is demanded that, the workperson be eligible to the following Leave Facilities with effect from 01-11-2007. (a) Privilege leave: 23 days per annum with a facility to accumulate upto 100 days and encash leave above 50 days. (b) Casual Leave: 9 days per annum with a facility to accumulate upto 30 days OR with a facility to encash the balance leave. (c) Sick Leave: 10 days per annum with a facility to accumulate upto 30 days. (d) Holidays 14 days per annum to be finalized in the month of January every year between the Union and the Management.

Demand No. 14: Canteen:

It is demanded that the company should have full-fledged subsidized canteen for all the workpersons with following facilities as the company employs more than 300 workpersons at the factory (a) Snacks should be provided with morning and evening tea, (b) Fish curry-rice should be provided at fully subsidized rate. (c) Twice in a week Canteen should provide Chicken/Rice at fully subsidized rate, (d) Television should be provided in the cafeteria. (e) Tables and chairs should be provided to accommodate 100 employees. (f) The Canteen Menu should be discussed with the Union/workmen.

Demand No. 15: Rest Room & Lockers:

It is demanded that, the well-furnished fully equipped Rest- Room & Lockers shall be provided at the factory with immediate effect since the workers are working in 3-shift operation and workmen employed in factory are more than 100.

Demand No. 16: Bonus:

It is demanded that, 20% Bonus shall be paid to every employee on gross wages (Basic + DA VDA HRA+ TAOT EDU ALLOW Misc. ALLOW + SHIFT ALLOW, etc., without any ceiling. Annual bonus is to be disbursed eight days before the Ganesh Chaturthi.

Demand No. 17: Maternity Leave:

It is demanded that, in addition to the entitlement of Maternity Leave and the Maternity benefits stipulated under the Employees State Insurance Act, 1948 (34 of 1948), the Company shall allow 2 months of additional paid leave to all eligible workmen.

Demand No. 18: Uniforms/Washing Allowance/Slippers:

It is demanded that, each workpersons shall be provided with the following facilities: (a) UNIFORMS: That w.e.f. 01-11-2007, each workperson shall be issued 2 sets of Uniforms every year in the month of January. (b) WASHING ALLOWANCE: That w.e.f. 01-11-2007, each workperson shall be paid a sum of Rs. 250/- per month towards Washing Allowance. (c) SLIPPERS: That each workperson be issued two pairs of slippers, shoes/foot wear to be used in the plant/ /at their workplace in the month of January every year. (d) TOWELS: That each workperson be issued two towels for each year and two soaps of 100 gms. (Lifebuoy) each, in a month.

Demand No. 19: Insurance:

It is demanded that, each worker shall be covered for all the 24-hours for accidents OR death

for a sum of Rs. 2.00 lakhs under the Group Personal Accident/Insurance Scheme.

Demand No. 20: Medical Check-up:

It is demanded that, all the employees shall be provided Free Medical Check-up once in a year.

Demand No. 21: Death Relief Scheme:

(1) It is demanded that, if an employee dies during the normal course of employment, such employee shall be paid a sum of Rs. 1,50,000/- from the management to his family (legal heirs). This payment shall not have any bearing on the workmen's right to claim under the Workmen's Compensation Act, 1923 (8 of 1923). (2) It is demanded that the company shall pay a sum of Rs. 12,000/- towards funeral expenses.

Demand No. 22: Festival Advance:

It is demanded that, each workperson be paid Rs. 4,000/- as Festival Advance at least 10 days prior to the festival every year to be deducted in 8 equal instalments (a) Ganesh Chaturthi festival (b) Christmas festival.

Demand No. 23: X'mas Gift/Diwali Gift:

It is demanded that, each workperson be presented with an X'mas or Diwali Gift every year costing not less than Rs. 1500/-.

Demand No. 24: Sanction of Leave:

It is demanded that, whenever a workperson applies for leave, the intimation regarding sanctioning of leave shall be made known to the concerned workmen within 6 hours of such application being made by an employee seeking leave.

Demand No. 25: Annual Picnic:

It is demanded that, the Company should finalize one day for Annual Picnic and relieve all the workmen for picnic and further shall provide free food, free transport and beverages, for attending the picnic in any part of Goa.

Demand No. 26: Union Office:

It is demanded that, a separate union office shall be provided to all the Union office bearers with tables, chairs and fan facilities.

Demand No. 27: Home drop for working in 2 and 3 shift:

It is demanded that, all employees should be provided with home drops after 7.00 p.m. and those working in 2 shift and 3rd shift operations.

Demand No. 28: Ambulance in case of accident at Workplace:

It is demanded that, the Company shall provide an ambulance at the factory, which should remain stationed 24-hours at the factory.

Demand No. 29: Preference in Employment:

It is demanded that, preference in employment shall be given to sons of soil.

Demand No. 30: No Change in Jobs:

It is demanded that, frequent shifting of a worker from one job to another, one machine to another, one department to another and from one place to another must stop immediately as it affects the productivity, concentration level of workmen.

Demand No. 31: Marriage special privilege:

It is demanded that, every employee who gets married shall be granted 7 days special paid leave.

Demand No. 32: Period of settlement:

It is demanded that, the present Charter of Demands are specifically for the period of 3 years effective from 01-11-2007 to 30-10-2010.

(2) If not, what relief the workmen are entitled to?

2. Upon receipt of the reference, it was registered as IT/32/09 and registered AD notices were issued to both the parties. Pursuant to service of notices, Party I filed the claim statement at Exh. 4 and Party II filed the written statement at Exh. 5. Party I then filed the rejoinder at Exh. 6.

3. In the claim statement, the Party I have reiterated the demands No. 1 to 32 as stated above. According to Party I, the Goa Trade and Commercial Workers' Union represents all the unionized workmen employed at Party II factory and since their unionization, the Union has been espousing the cause for the workmen before the Management and every other competent Authority and forum. The Party II is a factory which has its place of establishment at Tivim Industrial Estate. The Company is a leader in the manufacturing and supply of ophthalmic products. All the unionized members are employed with Party II since the inception of the factory. The wages and the allowances were fixed at the time of inception of the factory. The Party No II factory is engaged in the business of manufacturing and supply of Ophthalmics products/lenses which are widely used in Indian and foreign market and the product manufactured by the company has exclusive monopolistic demand in market that is spread all over the country as well as foreign markets.

4. The Party II Company is a leader in the manufacturing and supply of Ophthalmics products and has emerged as a market leader in manufacturing and supply of this business. It has shored up a formidable pool of skilled and competent workforce at every level in its organization which in turn has given it an added

advantage and edge over its competitors. All the unionised member workmen are employed with Party No. II since the inception of this factory. The wages and allowances were fixed at the time of inception of this factory and at the time of appointment of this workmen, when the workmen had initially joined this company and since thereafter there has been no meaningful wage rise given to these workmen. The present salaries and wages paid to these unionized workmen were very low, pathetic and meagre and the same does not even make both ends meet and does not take care of their bare minimum basic needs. Hence, a Charter of demands dated 24-12-2007 was raised before the Party II Company specifically for the period of 3 years effective 01-11-2007. The said Charter of demands dated 24-12-2007 was not settled by the Party No. II Company across the table, inspite of series of requests, letters and reminders. After the submission of Charter of demands dated 24-12-2007, the Management failed to discuss and finalize these pending Charter of demands, with the workman and the Union and that due to the obstinate and adamant attitude of the employer, the Union was left with no other alternative other than to raise an Industrial dispute before the Office of the Asst. Labour Commissioner, Government of Goa.

5. The Industrial dispute raised by the Union ended in failure due to the adamant and rigid attitude of the Party No. II Company and the matter has been referred to this Hon'ble Industrial Tribunal for its correct adjudication. The company employs more than 400 workmen at its factory and around 200 workmen are on the permanent rolls of the Party No. II working for the last more than 10 to 15 years of continuous years. Since the inception of this factory and after the appointment of these workmen, there has been no revision, enhancement or alteration of wages, salaries and other service conditions of these workmen. There is tremendous escalation in the prices of the essential commodities, food items, educational cost, transport, water, electricity, health care etc. and with meagre salaries paid by the Party II Company, it has become absolutely difficult for the workmen to maintain themselves and their families. The salaries paid to these workmen along with service conditions are very low and the same does not take into consideration the rising cost of living index and other factors. The workmen working in the factory of Party No. II are made to work on a very low and pathetic salaries, which does not even take care of their bare minimum needs. The company is in a strong financial position to meet

these demands. The Company has made huge profits every year and has outstanding work orders from both domestic and foreign end users and dedicated clients. The Profit & Loss Accounts, Registers and Books of Accounts and the Balance Sheets maintained by the Party No. II Company for every financial year shows tremendous growth in the share capital, reserves and surplus and fixed assets including the investments made by the company in other sister group of companies. The Party II Company is also paying high rate of dividends.

6. The Party No. 1 is a beneficiary of a highly productive workforce who immensely contribute in terms physical and mental efforts to the manufacturing processes as well as output in terms and production quantities and their quality for the Party No. II Company. Considering the efforts put in by the workmen employed in this factory, the salaries and benefits enjoined upon them are a total mismatch and highly disproportionate. The demands raised by the Party No. 1 Union are just, fair and proper and the same need to be conceded in favour of the Union workmen. The company has also earned sizable reserves and surplus. The workers employed in other factories and companies in Goa are paid higher salaries and allowances as compared to the Party II Company. The wage-structure and service-conditions granted in this company have remained unchanged for considerably long period of time and hence it is not sufficient to take care of their basic day-to-day needs of the workmen and the families. The Party I workmen are entitled for the reliefs claimed.

7. The Party II Company filed a written statement inter-alia claiming that the reference is not maintainable and that the Party I union has no locus standi to raise the dispute on behalf of the workman and that the reference has been made without application of mind. The Party II Company has claimed that the orders for the products for the company have been decreased for the last few years and it has discontinued the second shift operations and that it has started manufacturing plastic lenses and the same requires heavy investment. There is a global recession and depression in the economy and that the orders for the company's product have been reduced and that inspite of the reduced work orders, the company has periodically raised wages of the workers and they are higher than the minimum wages and that the demands raised by the Party 1 Union are exaggerated and inflated and it is not possible for the Party II Company to concede to these demands.

8. The present reference filed by Party I, does not survive in view of the Settlements dated 30-01-2008 and 22-06-2009 signed between the management of the Party II and their workmen represented by GKB Vision Employees Union and Goa Vision Employees Union respectively which has been accepted by all workmen of the Party II. The wages paid to the workers of the Party II are much higher than the minimum rates of wages prescribed for industrial establishment in other employments. They are favourably comparable to and are even higher than the wages paid and the benefits given to the workers in other industries in the region. The Party II has been paying bonus to its employees which is much higher than the prescribed rate and allocable surplus. The settlement dated 30-01-2008 is signed by 66 workmen and the settlement dated 22-06-2009 is signed by 137 workmen. The Party II has around 226 workmen on its rolls in the factory. Hence, out of 230 workmen on the rolls of the Party II, 203 workers have signed the settlement. All benefits under the said settlements have been made available to all workers and they have accepted these benefits. It is stated that 66 workmen are members of GKB Vision Union and 137 are members of Goa Vision Employees Union. The remaining workers are not members of any union. The Goa Trade & Commercial Workers Union, at whose instance the present Reference is made, does not have any members in the establishment of the Party II. The said Union is, therefore, incompetent to espouse the dispute. In any event, the dispute does not survive in view of the aforesaid settlements.

9. The Party 1 Union has filed its rejoinder denying the above defense of the Party II Company. The said rejoinder is at Exhibit 6.

10. Issues were framed at Exh. 7.

1. Whether Party I proves that the demands raised by the Union vide letter dated 24-12-2007 are legal and justified?
2. Whether Party I proves that the Workmen are entitled for any other relief?
3. Whether Party II proves that Union has no locus standi to espouse the dispute?
4. Whether Party II proves that in view of settlement between them and the workmen dated 30-07-2008, Charter of demand dated 24-12-2007 does not survive?
5. What Order?

11. In the course of proceedings, Party II filed an application for recasting of issue No. 3 at Exh. 40. Issue No. 3 is reframed as per order dated 15-03-2018.

Recast Issue No. 3:

3. Whether the Party I proves that it has locus standi to raise the dispute or represent workmen of Party II?

12. In the course of proceedings, Party I represented by Goa Trade & Commercial Workers Union examined its witness, Shri Rajendra Mangueshkar and produced on record a copy of Memorandum of Settlement between Management of Merck Ltd. and their workmen dated 03-11-2009 at Exh. 14, a copy of Memorandum of Settlement between Management of Vic Industries and their workmen dated 25-03-2010 at Exh. 15, a copy of Memorandum of Settlement between Berger Paints and their workmen dated 22-07-2010 at Exh. 16, a copy of Memorandum of Settlement between Management of Cantur Pharmaceutical Pvt. Ltd. and their workmen dated 19-01-2010 at Exh. 17, a copy of Memorandum of Settlement between Management of Berger Becker Coating Pvt. Ltd. and their workmen dated 24-12-2008 at Exh. 18, a copy of Memorandum of Settlement between Aventis Pharma Ltd. and their workmen dated 24-12-2008 at Exh. 19, a copy of Memorandum of Settlement between Management of Indoco Remedies Ltd. and their workmen dated 02-09-2009 at Exh. 20, a copy of Memorandum of Settlement between M/s Kadamba Transport Corporation Ltd. and their workmen dated 30-04-2010 at Exh. 21, a copy of detail Salary Statement of all the workmen employed by Party II for Nov., 2007, 2008, 2009 and Oct. 2010 at Exh. 22 Colly and a copy of Memorandum of Settlement between Management of Duraline Pvt. Ltd. and their workmen dated 25-08-2010 at Exh. 14, a copy of Constitution and Rules of the Union at Exh. 42 and an additional Affidavit-in-Evidence at Exh. 43. The Party I also examined its 2nd witness, Shri Devidas Chavan and during examination-in-chief produced a copy of the Identity Card issued by the Party II at Exh. 46, copies of salary certificates for the year 2007 to 2012 at Exh. 47 Colly and a copy of the unionization dated 05-11-2007 along with registered A/D slips and resolution copy at Exh. 48 Colly. The Party II examined its first witness Shri Prakash Joshi and produced on record a copy of letter dated 31-08-2012 addressed to the Labour Commissioner along with Settlement dated 31-08-2012 at Exh. 51 Colly, a copy of the notice dated 01-09-2012 at Exh. 52, a copy of letter dated 30-07-2008 addressed to the Labour Commissioner along with the settlement dated 30-07-2008 at Exh. 53 Colly, a copy of the notice dated 06-08-2008 at Exh. 54, copy of 10 Audit Reports of the Party II

for the financial year 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015 and 2015-2016 at Exh. 55 Colly and copy of extract of salary register relating to the employees for the month of June, 2008 and Aug. 2008 at Exh. 56 Colly. Party II also examined Shri Gurudas Sawant as its second witness and during examination-in-chief brought on record copies of the five Annual Reports of the Party II for the years 2014-15, 2015-2016, 2016-17, 2017-18 and 2018-19 at Exh. 60 Colly. The Party II also examined Cedric Lobo.

13. Arguments heard. Notes of written arguments have been placed on record by the respective parties.

14. My answers to the above issues are as follows:

1. Issue No. 1 .. Partly in the affirmative.
2. Issue No. 2 .. Partly in the affirmative.
3. Recast Issue No. 3 .. In the Affirmative.
4. Issue No. 4 .. In the Negative.
5. Issue No. 5 .. As per final order.

REASONS

Issues No. 1 and 2:

15. It is to be noted that the Party I workmen have raised 32 demands as referred in the Order of reference for adjudication, however, the Learned Adv. Shri Suhaas Naik vide application dated 17-3-2021 at Exh. 64 has claimed that Party I workmen are pursuing only 13 demands namely, demands No. (1) Flat rise and basic salary, (2) Special increments (3) Fixed dearness allowance (4) House Rent allowance (5) Variable dearness allowance (6) Conveyance allowance, (7) Education allowance (9) Shift allowance (11) Leave travel allowance, (12) Overtime, (13) Leave Facilities, (16) Bonus and (32) Period of settlement and therefore, the adjudication of only the above demands would be undertaken. The other demands therefore would be treated as redundant. The present reference is in respect of the legality and justifiability of Charter of demands submitted by the Goa Trade and Commercial workers Union on behalf of the workmen of the Employer/Party II. Needless to mention, the Party I have to justify the above 13 demands in order to meet their case.

- (a) The demands Nos. 1 and 3 namely, Flat rise and basic salary and Fixed Dearness allowance and demand No. 5, Variable Dearness allowance are taken up for discussions as they are inter-related.

16. Learned Adv. Shri Suhaas Naik for Party I has submitted there is tremendous escalation in the prices of the essential commodities, food items,

educational cost, transport, water, electricity, health care etc. and with meagre salaries paid by the Party II company, it has become absolutely difficult for the workmen to maintain themselves and their families. The salaries paid to these workmen along with service conditions are very low and the same does not take into consideration the rising cost of living index and other factors. The company is in a strong financial position to meet these demands. The Company has made huge profits every year and has outstanding work orders from both domestic and foreign end users and dedicated clients. The Party II Company is also paying high rate of dividends. The demands raised by the Party No. 1 Union are just, fair and proper and the same need to be conceded in favour of the Union workmen. The workers employed in other factories and companies in Goa are paid higher salaries and allowances as compared to the Party II Company. The wage-structure and service-conditions granted in this company have remained unchanged for considerably long period of time and hence it is not sufficient to take care of their basic day-to-day needs of the workmen and the families. He further submitted that the Hon'ble Supreme Court in the case of **Unichoyi v/s State of Kerala, AIR 1962 SC 12**, has observed that the States shall endeavour to secure to all workers, agricultural, industrial or otherwise a living wage and conditions of work ensuring a decent standard of life and full enjoyment of leisure and social and cultural opportunities.

17. On the converse, Shri A. V. Nigalye has submitted that the Party II faced several problems due to gulf wars, conflicts between Iran and Afghanistan, inflation and depreciation of Indian currency and recession in the market. The company had to penetrate in the market of the developed countries where there were many settled competitors. The Party II manufactured glass lenses which are now out of fashion. The company has, therefore, now entered into manufacture of plastic lenses where the financial investment is very high and that due to adverse conditions, it had to stop one of its shifts to curtail production and that since last few years, there has been depression in the economy affecting prospects and financial position of the company. However, the Party II is paying the wages of workers, which are favourably comparable with the wages paid to other industries in the region. There is another trade Union by name GKB Ophthalmics Limited Employed Union functioning in the factory of the Party II. The said Union also submitted Charter of demands to the Party II. Those demands were discussed between that Union and

the management and a comprehensive settlement was arrived in the year 2008 and by the said settlement, the workers got a minimum wage rise of 15% over their existing wages. The Party II entered into another settlement dated 31-08-2012, with GKB Ophthalmics Ltd. Employees Union, whereby members of the said Union became entitled to several monetary benefits. Party II is giving wage rise every year to its workers. It will not be in a position to pay any additional wage rise to its workers.

18. Learned Adv. Shri A. V. Nigalye has further submitted that following factors have to be considered while deciding the justifiability of the Charter of demands namely Region-cum-industry principle and Financial capacity of employer and while considering the region cum-industry principle, the comparison of wage should be in relation to similar concerns in region, which would be those in same line of business in the region and having similarity in other matters like turn-over, profits strength of workers etc. as such, the wages prevalent in comparable industries carrying on same business needs to be considered. However, where the number of industries in particular region is small or where there are no industries carrying the same type of business in the region, the other comparable industries can be considered, in other words they should be comparable in terms of nature of business, turn-over, employee strength, profits, assets and other relevant parameters. He further submitted that Party I has relied on Memorandum of settlements of Merck Limited, Burger Paints, Burger Baker Private Limited, Indoco Pharma and Kadamba Transport Corporation, but all of these industries are not in ophthalmic glass manufacture business which is the business of Party II. The turnover, employee strengths, profits, assets etc. of those companies are not known. Hence, they are not comparable industries and cannot be relied upon for determining the wages by applying the principle in region-cum-industry. There is no other evidence produced by the Party I to compare the wages with similar concerns having financial capacity of employer. It is, therefore, necessary to ascertain whether the establishment can pay additional wages without any undue strain on its finances. The additional wage structure would impose recurring liability on the employer. If the employer is not able to bear the burden, the establishment would have no other option but close down. This would affect employment of the employees and also cause loss to the company and its investors/shareholders as the audit reports show that the Party II is earning meagre profits and has also suffered losses for some years.

19. There also cannot be any dispute that for the applicability of the principles of industry-cum-region, the revision of wage structure cannot be done without considering the company's capacity to bear the financial burden resulting from such revision of wages as held by the Hon'ble Apex Court in **Novex Dry Cleaners vs. its Workmen, 1962 (I) LLJ 271**. It is a very relevant and important factor to be considered before deciding about the revision of wage structure pursuant to the demand for increase in wages by the employees of a company. The Tribunal has to assess the additional liability which will be imposed upon the employer by the new wage structure and try to anticipate whether the employer would be able to bear the same for a reasonably sufficient period in future, otherwise the whole exercise by the Tribunal could result in futility. In **Greaves Cotton & Co. & Ors. vs. Their Workmen, AIR 1964 SC 689**, it was clarified that while applying the industry-cum-region formula, the stress should be on the industry part if there are large number of concerns in the same region carrying on the same industry, as in such cases the production costs being equal, likewise would be the competition and therefore the wages should be fixed on the basis of the comparable industry, viz. the industry of same kind. For that purpose, the wage scale prevalent in the comparable concerns carrying on the same industry in the region is to be considered. However, where the number of industries of the same kind in a particular region is small, it is the region part of the industry-cum-region formula which assumes importance.

20. It is well settled as stated above that while granting the demands including wage revision, the Tribunal has to be satisfied positively that the financial condition of the employer is such as will enable it to bear additional burden imposed on the company. There also cannot be any dispute that increase in AICPI justifies an upward revision so also that the higher wages can be granted, if financial position of the company permits the burden but at the same time merely because the company is financially sound and in a position to absorb the additional burden is no ground to revise the emoluments upward as held in the case of **Hindustan Lever Ltd. vs. B. N. Dongre & Ors., 1994 II CLR 673**. It is therefore relevant to scan what is the total capital invested by the concern, what is the extent of its business, what is the profits made by the concern, what are the dividends paid, how many employees are employed, what is the standing in the industry to which it belongs, while adjudicating or

determining the question as to whether one concern is comparable with another in the matter of fixing wages and other benefits as held in the case of **Workmen of Balmer Lawrie and Co. Ltd. 1964 (I) LLJ 380.**

21. The Apex Court in the case of **A. M. Assocn. Etc. vs. Textile Labour Assocn. 1966 SC 497** has held that the Tribunal dealing with the problem of wage fixation or wage revision must carefully examine the financial position of the employer and in that regard try to ascertain the progress of the industry in question, its prospects in future, whether the industry is making profit, and if so, the extent of profits, the nature of demand which the industry expects to secure and the financial burden that the industry will have to bear consequent to wage revision, including its gradual increase which the employer may have to face; these and similar other considerations are to be carefully weighed before the proper wage structure is reasonably considered in an industrial adjudication. It therefore reveals from the decisions, referred to above, that two principal factors which must weigh while fixing or revising wage scales and grades are: (1) Now the wages prevailing in the establishment in question compare with those given to the workmen of similar grade and scale by similar establishments in the same industry or in their absence in similar establishments in other industries in the region and (2) what wage scales the establishment in question can pay without any undue strain on its financial resources. The same principles substantially apply when fixing or revising the dearness allowance as reiterated in the case of **Unichem Laboratories Ltd. vs. The Workmen, 1972 (I) LLJ-576.** There is no dispute that the principle of industry cum region has to be applied by an Industrial Court when it proceeds to consider questions like wage structure, dearness allowance and similar conditions of service and in applying these principles, the Industrial Court have to compare wage scale prevailing in similar concerns in the region which it is dealing.

22. Discernibly, the Party I's claim is supported by the pleadings taken in its statement of claim filed in justification of the Charter of demands and the evidence and documents on record. The Party I has claimed that the Party II Company is in the business of manufacturing and supply of ophthalmic lenses in India as well as in foreign countries and it has exclusive monopolistic demand in the market spread all over the country as well as in foreign markets and it has shoved up a formidable profits over last many years and has

also expanded its business and that the current salaries paid to the workman are low, pathetic and meagre and it does not take care of their bare basic minimum needs of life and it needs revision and hence, a Charter of demands dated 24-12-2007 was placed before the Party II Company seeking revision and enhancement in their existing salaries and other service conditions. The Party 1 Union has also pleaded that the Party II Company has not made applicable any pay scale to its workers. The Union has also pleaded that the workers are not paid salaries as per their designations and category of work to which the workmen are legally entitled and hence the pay scale as demanded in Charter of demands needs to have been conceded by the Party II Employer.

23. The Party I/Union also claimed that the company did not introduce the Variable Dearness Allowance and hence the demand for Variable Dearness Allowance @ 250 per point over and above 2500 base points AAICPI (1960=100) to be revised every quarter w.e.f. 01-11-2007 was fair and proper as the prices of essential commodities and other food items including cost of living is increasing at tremendous pace and as there was no concept of VDA the salaries paid to the workmen remain stagnated and static without upward revision. Similarly, the Party I Union has demanded Fixed Dearness Allowance @ Rs.1200/- per month to be made effective from 01-11-2007 as the principles of payment of Fixed Dearness Allowance takes care of cost of rising Consumer Price Index and as the prices shoot up the cost of living also shoots up and it is therefore necessary to revise the Fixed Dearness Allowance every year so that the cost of inflation in the market is taken care of. It is also pleaded that Goa being a tourist destination, the prices of essential commodities such as food items, LPG cylinders, Petrol, Diesel, Kerosene, Vegetables, fish, bread, milk are higher as compared to other states as most of the food items are transported to Goa from other States where due to the cost of increase in the diesel prices, the cost of food items are invariably high and are beyond the means and capacity of working people specially those who are working in factories and industries like Party II Company where they are paid less salaries.

24. The Party Union examined Rajendra Datta Mangueshkar, the General Secretary of Party I Union in support of their case. Mr. Mangueshkar has reiterated the pleadings and justification filed by the Party I Union in the statement of claim on each item of the Schedule of reference and demands raised in the Charter of demands dated 24-12-2007.

Mr. Mangueshkar has stated that the Party II Company is manufacturing ophthalmic lenses which are supplied in Indian as well as foreign markets and that it has monopolistic demands in the market all over the country as well the foreign markets. The company has also divested its profits in other sister associates and group companies and their names are GKB Vision Ltd., which was started in the year 2000 and it has also 8 prescription labs in India, in UAE, and a joint venture in Spain and countries like USA. Mr. Mangueshkar has also stated that the company was set up in the year 1981 and since then it has made a remarkable good fortunes in the overall business activities making huge profits every year. He stated that the company is also listed in the National Stock Exchange where its share commands handsome premiums and earns huge profits and that the company has enough reserves and has also won awards for its outstanding performance however, the wages paid to the workmen working in the Party II Company were low and exploited.

25. In support of the claim for VDA and FDA, Mr. Mangueshkar has stated that the Charter of demands was placed on 24-12-2007 to be made effective for the period of 3 years from 01-11-2007 to 30-10-2010. He stated that the All India Consumer Price Index on 01-11-2007 was 3059 points (1960=100) and the same has increased to 4131 points (1960=100) in October, 2010 thereby a total increase of 1072 points that means even if the VDA per point is considered @ Rs. 2 per point, there is an increase of Rs. 2144/- on VDA alone. The table of the VDA increase as stated by Mr. Mangueshkar is reflected in the affidavit. Mr. Mangueshkar stated that there has been tremendous rise in the Consumer Price Index in terms of essential commodities, household items and food items, it is therefore extremely necessary to enhance and revise the wages of these workmen as demanded in the Charter of demands. He also stated that the salaries paid to the workmen in other comparable industries in the State of Goa are much higher as compared to the Party II Company. The Companies like Centaur Pharmaceuticals Ltd., Berger Becker Ltd., Duraline India Ltd, Selvel Foods & Beverages Ltd., Venus Ethoxyeters Ltd., Organics Ltd., VIC Industries Ltd, are paying much higher wages to their workmen and that the Government of Goa in March, 2013 has revised the Minimum rate of wages for unskilled category @ Rs. 215/- per day, semi-skilled category @ Rs. 236/- per day, skilled category @ Rs. 266/- per day and highly skilled category @ Rs. 287 per day and that the Minimum wages is the bare Minimum Wage which is paid

irrespective of employers' paying capacity. He also stated that all the workmen working with Party II Factory are highly skilled workmen doing the work of machine operators, checking the quality (QC)/ checker, dispatch, tool room operator, maintenance operator, etc., and as such these workmen are entitled for higher salaries and not just minimum wage and that the rise in the cost of living index has taken care of by Variable Dearness Allowance component which always exists in the salary component and VDA as paid specifically to neutralize the inflation and the rising prices of essential commodities.

26. Admittedly, the salary structure which is presently paid to the workmen does not have VDA component and thus the Employer has systematically and deliberately did not introduce the VDA in the existing salaries of these workmen. This has caused great injustice, prejudice and financial losses to the workmen working in the factory and that they lost sizeable amount only due to non-introduction of VDA in the salary. It is therefore essential that each and every workman employed in this factory should be paid VDA as demanded in the Charter of demands which will enable these workmen to neutralize the rate of inflation and the rising prices of essential commodities, food items and other household goods. Mr. Mangueshkar has stated that there has been huge rise in the cost of living index including the prices of essential commodities, food items and household goods, whereas, the wages of the workmen have remained unrevised for considerably long period of time and that the wages and the salaries paid the workmen in other similar comparable industries and factories are much higher than the salaries and wages paid by the Employer company. Mr. Mangueshkar stated that the salaries of machine operator working in VIC Industries, Pissurlem, Goa in 2008 was around Rs. 8,112/- with VDA paid @Rs. 1.65 per point rise above AAICPI base points 2000 (1960 100). The Flat rise given to all the workmen was Rs. 275/- per month with the Pay Scale of 1200-75-1575-85-2000-95-2475-105-3000-115-3575 for non-technical workers and for technical workers the Pay Scale was 1450-85-1875 100-2575-115-2950-130-3650-145-4325. The D.A. was paid @ Rs. 360/- per month and HRA @ Rs. 375/- per month, LTA @ Rs. 1800/- per annum, Washing allowance @ Rs. 200/- per month, Canteen allowance @ Rs. 200/- per month, Education allowance @ Rs. 200/- per month, etc. He stated that as per the said settlement the skilled workers working on production as machine operators were paid Rs. 8112/- in the year, 2008.

The maintenance workers were also paid Rs. 8112/- and those working in stores were paid Rs. 8,839/- and those working in dispatch were paid Rs. 8,114/- and even the temporary workers were paid Rs. 8719/- and by January, 2010 the same salary was revised by giving the total rise of Rs. 4,300/- on an average.

27. Mr. Mangueshkar has also deposed that the salaries of machine operator working in Duraline India Pvt. Ltd, Verna, Goa in 2008 was around Rs.13002/- with VDA paid @ Rs. 1.30 per point rise above AAICPI base points 3000 (1960=100) to be revised on half yearly basis. The Flat rise given to all the workmen was Rs. 1000/- per month. The HRA was paid @ 40% of the revised basic salary, LTA was paid @ Rs. 3800/- per annum. Washing allowance @ Rs. 600 per month. Shift allowance @ Rs.10/- per shift for 2nd shift and Rs. 15/- for 3 shifts, Education allowance @ Rs. 850/- per month, etc. Conveyance allowance @ Rs. 100/- per month, Bonus @ Rs. 20% on Basic+VDA, etc., on an average monthly salary was revised @ Rs. 13002/- per month. Mr. Mangueshkar stated that the salaries of machine operator working with Berger Becker Coatings Pvt. Ltd., Pilerne, Goa in 2009 were paid Rs. 2000/- per month in the first year i.e. in 2009, addition increase of Rs. 950/- per month in 2010, and additional increase of Rs. 950/- per month for year, 2011 wherein Basic Rs. 1200/- per month increase was paid in Basic, Rs. 200/- per month in FDA, Rs. 300/- per month in HRA, Rs. 100/- per month in Washing Allowance, Rs. 200/- per month in Conveyance Allowance. The Senior Operators/ /workmen were paid an increase of Rs. 1500/- per month in Basic, Rs. 250/- per month in FDA, Rs. 375/- per month in HRA, Rs. 125/- per month in Washing Allowance and Rs. 250/- per month in Conveyance Allowance. Mr. Mangueshkar stated that the Government has also revised the salaries of its employees by implementing awards of Pay Commission and presently the Government employees are enjoying the benefits of VI Pay Commission with 100 % D.A., which is much higher as compared to the wages paid to these workmen. Similarly, the wages and salaries paid by the Employers in other comparable Industries are much higher and hence there is an urgent need to enhance and revise the existing salaries of these workmen as demanded in the Charter of demands.

28. Mr. Mangueshkar stated that the financial position of the Party II since its inception as reported by the Directors in their balance sheets for these respective years is sound. The Balance sheets of Party No. II Company for all the above years clearly reveal that right from the inception of the factory,

the company's sales are on the increase, making huge and larger profits every year. Profit before income tax in the ratio to net sales is also on the increase. Mr. Mangueshkar stated that for the financial year ending 31st March, 2006 the sale and other income of the Party II Company was Rs. 2141.35 and profit before depreciation was Rs. 288.50. Similarly, for the year ending 31st March, 2007 the sale and other income is recorded in the Balance sheet is Rs. 2554.91 and profits before depreciation Rs. 262.05. Mr. Mangueshkar stated for the year ending 31st March, 2010, the turnover of the Company was increased to Rs. 3891.32 lakhs as against the turnover of Rs. 3015.26 lakhs of the previous year of 31st March, 2009, thereby showing an increase of 29%. He stated that during this year the Company paid high dividend to shareholders and that in the said year, the Company was also awarded by prestigious CAPEXIL Award for the year, 2008-2009. Exh. 55 colly which are audited reports prove the above figures and the case of the Party I that the financial highlights shows tremendous rise in total income of the Company. Fixed assets/turnover ratio is also on the increase. This financial aspect of the entire Corporate and also of the Industrial Systems in which the factory under reference is concerned shows that the company had made a large progress and earned prosperity during the last 10 years. In the cross examination, he denied the suggestion that the company is not earning huge profits or that the company is suffering heavy losses from the year 2013.

29. The Party I Union also examined Mr. Devidas Chavan who is working as a machine operator with the Party Company. He has stated that he joined the company on 22-05-1993 as a machine operator and continues to work as a machine operator. He has stated that along with him many other workmen are also working as machine operator, Quality Control technician, despatch, Checker of Lens, Stock Technicians, and Packers etc. He stated that the job of machine operator, Quality Control Technician, Maintenance Technician, Despatch, Checkers are of skilled jobs as Quality Control Technicians are required to check the quality control of lens by using various process such as checking the lens, checking the power, sorting out of the lens according to power etc. He stated that the salaries paid to him and other workmen in the year 2006, 2007, 2008, 2009, 2010, 2011, 2012, and 2013 were low and with the said salary, he and other workmen were unable to meet the basic needs of the family. He also stated that he and other workmen have referred in resolution at Exhibit

48 colly to the Registrar of Trade Unions vide communication dated 05-11-2007 that all the workmen named in the said resolution unionized themselves under the banner of Goa Trade and Commercial Workers Union. In the cross examination, the said witness has confirmed that the work done by machine operators, quality control technicians, checkers are skilled jobs and also confirmed the names of the workmen and their gross salaries shown in Exhibit 47 colly. He stated that though there is insignificant rise every year, it is by way of annual increments which the company was paying to the workmen as a matter of practice. It is clear that though the company gave annual increments to the workmen, the said annual increments were given to take care of the rise in the minimum wages as the salaries of these workmen were below minimum wages and for all these years the workers have been denied legitimate wage increase in their basic salary, fixed dearness allowance, variable dearness allowance and in other allowances as demanded in the Charter of demands.

30. The Party II Company examined Shri Prakash Joshi, Gurudas Sawant and Cedric Lobo as their witnesses. The witness, Shri Prakash Joshi produced the copies of audit reports for the year 2006-2007, 2007-2008, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2014-2015, 2015-2016 at Exhibit 55 colly. The said audit reports matches the figures referred by Mr. Mangueshkar which shows that the company has made enough profits for the period the demands are raised and also it has enough reserves and surpluses. In the cross examination, the witness Mr Prakash Joshi has admitted that there are two sister concerns i.e. GKB Vision Pvt. Ltd., and that it started operation in the year 2000 and the son of the M.D. of the Party II Company is looking after the said sister concern. He also stated that now they have also shifted to manufacture plastic lenses and the demand for plastic lenses is 90% globally. He also admitted that the Company has overseas market. He also admitted that the manufacturing of glass lenses and plastic lenses involve certain process which includes grinding, smoothing, polishing, cleaning, quality control, checking and packing. He also stated that while carrying on the above process, they have to take care of the environment, water, bubble formation etc. He stated that the workers working in QC Department have to perform two stages of jobs i.e. identifying surface defects and checking power of lenses. He also claimed that the first job is done by the naked eye and the second job is done by using Lensometer and also admitted that the workers who work on machine are called machine operators and the workers who

work on QC department are called checkers. He further admitted after looking at the Salary register that the employees for the month of June, 2008 and August 2008, the pay scale, VDA and FDA are not shown. He further admitted that they are exporting lenses to Germany and other European countries. He also admitted that the salary paid to the workmen is inclusive of Performance Appraisal Scheme. He has stated that the glass lenses are produced at its sister concern i.e. GKB Vision Ltd., at Pilerne factory. He claimed that the Chairman of the Company is one of the directors of the sister concern along with his son.

31. The Party II Company also examined Gurudas Krishna Sawant, Chief Finance Officer. He has reiterated about the financial position of the company. He claimed that the financial condition of the company is precarious at present and inspite of suffering from heavy losses, the Party II has substantially increased the wages of the workmen. In the cross examination, Mr. Sawant has admitted that the Gross profit of the Company for the year 2005-2006 was Rs. 2,11,45,242.00 and Gross profit for the year 2007-2008 as shown in the balance sheet is Rs.1,26,57,258.00 and the Gross profit for the year 2008-2009 is Rs. 2,57,54,045.00 and the Gross profit for the year 2009-2010 was Rs. 2,51,44,327.00. He has also admitted that there are 300 plus employees employed at its sister concern, M/s GKB Vision Ltd., and M/s GKB Ophthalmics Ltd. He has also admitted that recently the company has acquired premises at Banda, Maharashtra to set up a factory in the name of GSV Ophthalmics Pvt. Ltd. The Party II Company also examined Mr. Cedric Lobo, Senior Manager Administration of the Party II Company. He has claimed that the company earned only marginal profits from 2005-06 till 2013-14 and thereafter suffered heavy losses till 2018-19. He also deposed about the settlements entered into with the other union. He claimed that for the year 2005-2006 till the year 2013-2014, the Party II has made profits and for the year 2005-06, the net profit was Rs. 12,354,892/-, for the year 2006-07 the net profit was Rs 9,630,543/-, for the year 2007-08, the net profit was Rs. 8,408,581/-, for the year 2008-09, the net profit was Rs. 15,935,454/-, for the year 2009-10, the net profit was Rs. 15,662,021/-, for the year 2010-11, the net profit was Rs. 2,027,250/-, for the year 2011-12, the net profit was Rs. 17,100,049/-. In the cross examination, Mr. Lobo has admitted that there was no concept of paying Variable Dearness Allowance (VDA) in the salaries of the workmen for the period from 01-11-2007 to 31-10-2010. He has admitted that the Party II Company was not paying VDA for the above period. He stated that the annual increments were given in the month of

July every year @10% increase. However, when the witness was confronted with the wage register at Exhibit 56 colly, he was unable to show the increase of annual increment @10% in the salaries.

32. The Party I Union has thus established that the Party II Company has made profits for the period effective from 01-11-2007 onwards till 2013-2014. It is also established that the Party II Company at Mapusa initially started the said Company at Karaswada, Mapusa, derived huge profits in the business of manufacturing lenses and invested the profits in acquiring huge lands and setting up manufacturing plants of other sister companies producing lenses. It is also established that all along right from inception of the Company, the Party II paid meagre and pathetic salaries to its workmen. There has been no increase given to the workmen in the basic salary inspite of continuous working for last more than 10-15 years. The workers are not paid according to their seniority and there is hardly any difference between the senior and junior workmen. The claim of revision and enhancement in wages, salaries and in the service conditions are therefore made as right from the inception of the factory, there has been no meaningful revision in the wages, salaries and other service conditions. The wages, salaries and other service conditions as per the settlements were accepted by workmen as a matter of compromise. The Company like Party No. II is required to pay to its workers living wages when its manufacturing and supply activities are spread internationally and all over India. The Party I workmen has sufficiently shown industry-cum-region formula justifying revision. The Party II Company can bear additional burden as discussed above. The workers are thus entitled to wages as claimed in their Charter of Demands No. 1, 3 and 5 respectively. The demand for VDA @ 2.50 paisa per point rise is a just and reasonable demand as in all other establishments of national character, Variable Dearness Allowance (VDA) is paid at much higher rates than the paltry amount of Rs. 2.50 paisa as demanded by the Union. The submissions of Learned Adv. Nigalve as stated above therefore pales into insignificance. The workmen are entitled for retrospective benefits as demanded by them along with the arrears of the settlement effective from 01-11-2007. The Party I workmen have thus established demands No. 1, 3 and 5 in the affirmative.

(b) Demand No. 2: Special Increments:

33. The Party I have demanded that all the workers shall be made eligible to the following special increments on the basis of their seniority

with effect from 01-11-2007: those who have completed eighteen (18) years as on 01-11-2007 shall be paid six (6) special increments in the respective pay-scale; those who have completed fifteen (15) years as on 01-11-2007 shall be paid five (5) special increments in the respective pay-scale; those who have completed twelve (12) years as on 01-11-2007 shall be paid four (4) special increments; those who have completed nine (9) years as on 01-11-2007 shall be paid three (3) special increments; those who have completed six (6) years as on 01-11-2007 shall be paid two (2) special increments; those who have completed three (3) years as on 01-11-2007 shall be paid one (1) special increments. The witness, Shri Rajendra Mangueshkar has however not supported the above claim by any proof nor any justification given in his affidavit or affidavit of Devidas Chavan, hence the above claim cannot be granted as prayed for. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration other benefits/allowances as per Performance Appraisal Scheme as well as Special allowance to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, no separate Special increments is required. Hence, the above demand is answered accordingly.

c) Demand No. 4: House Rent Allowance:

34. It is claimed by Party I that as soon as factories are set up, the landlords start extracting higher rents from the workers who come to stay close to the factory premises thereby house rents in the vicinity of the factory go up beyond the paying capacity of the employees and it becomes difficult and practically impossible for the workers who are paid low wages by the employers to pay the rents. It is also stated that most of the workers are residing in rented houses and sizeable quantum of workmen's salary goes to pay house rent. The witness, Shri Rajendra Mangueshkar has stated so in Paras 42 and 73 of the affidavit. There cannot be quarrel that Party I workmen are entitled to House Rent allowance. The demand of Party I is Rs. 900 per month w.e.f. 1-11-2007. The Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration the House Rent Allowance to the workers and all the workers are enjoying the said benefits as per the said settlements, which appears to be just and reasonable. Hence, no separate House Rent Allowance is required. Hence, the above demand is answered accordingly.

(d) Demand No. 6: Conveyance Allowance:

35. The Party I workmen have also claimed conveyance allowance as they demanded that each worker shall be paid an additional amount of Rs. 850/- per month over and above existing Conveyance Allowance as on 31-10-2007. The witness, Shri Rajendra Mangueshkar has merely stated in Para 73 of the affidavit that what is said about house rent is equally applicable to electricity bills, clothing, medicines, travels etc. however it is not supported by any evidence or justification, hence the above claim cannot be granted as prayed for. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration the Conveyance Allowance to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, no separate Conveyance Allowance is required. Hence, the above demand is answered accordingly.

(e) Demand No. 7: Education Allowance:

36. The Party I workmen have also claimed Education allowance as they demanded that each worker shall be paid an additional amount of Rs. 650/- per month over and above existing Education Allowance as on 1-11-2007. The witness, Shri Rajendra Mangueshkar has stated in Para 73 of the affidavit that what is said about house rent is equally applicable to electricity bills, clothing, medicines, schooling of children, etc. Curiously enough, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly do not take into consideration the Education Allowance to the children of the workers, which is a necessity considering the education scenario in the State of Goa. The Party I is merely demanding Rs. 650 per month as education allowance, which is just and reasonable. Hence, Education Allowance as demanded is required to be granted. Hence, the above demand is answered accordingly.

(f) Demand No. 9: Shift Allowance:

37. The Party I have demanded shift allowance w.e.f. 01-11-2007, to each workperson on the following basis, namely, 1st Shift Allowance- Rs. 15/- per shift, 2nd Shift Allowance - Rs. 25/- per shift and 3rd Shift Allowance- Rs. 35/- per shift. The witness, Shri Rajendra Mangueshkar has not given any justification for the above demand nor supported it by any proof, hence the above claim cannot be granted as prayed for. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take

into consideration the Shift Allowance to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, no separate Shift Allowance is required. Hence, the above demand is answered accordingly.

(g) Demand No. 11: Leave Travel Allowance:

38. The Party I workmen have demanded with effect from 01-11-2007 to each workperson Leave Travel Allowance (LTA) on the following basis, Grade-B...Rs.4400/-, Grade-C... Rs. 5500/-,Grade-D... Rs. 6500/- and Grade-E ... Rs. 7500/-. The witness, Shri Rajendra Mangueshkar has not given any justification for the above demand nor supported it by any proof or evidence, hence the above claim cannot be granted as prayed for. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration the Leave Travel Allowance to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, no separate Leave Travel Allowance is required. Hence, the above demand is answered accordingly.

(h) Demand No. 12: Overtime:

39. The Party I workmen demanded that each workperson shall be paid Overtime at double the rate of wages with retrospective effect. It claimed that whenever a worker is required to work on Sundays/Holidays and Weekly Off days, he shall be paid double the rate of wages with a paid compensatory-off which shall be allowed to be availed by the worker within 3 days of such work. It is also demanded that when a workman of a first shift is asked to wait for the overtime for the 2nd shift, he shall be provided overtime as mentioned above and the company shall provide a vehicle to drop the employee at home or any actual transport allowance. It is also demanded that whenever an employee is required to work on overtime for continuous 12 hours of duty, he shall be paid Food Allowance of Rs. 40 per extra shift worked. The witness, Shri Rajendra Mangueshkar has not given any justification for the above demand nor supported it by any proof or justification, hence the above claim cannot be granted. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration the Leave Travel Allowance to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, no separate Overtime is required. Hence, the above demand is answered accordingly.

(i) Demand No. 13: Leave facilities:

40. The Party I have demanded that the workperson be eligible to the following Leave Facilities with effect from 01-11-2007. (a) Privilege leave: 23 days per annum with a facility to accumulate upto 100 days and encash leave above 50 days. (b) Casual Leave: 9 days per annum with a facility to accumulate upto 30 days OR with a facility to encash the balance leave. (c) Sick Leave: 10 days per annum with a facility to accumulate upto 30 days. (d) Holidays 14 days per annum to be finalized in the month of January every year between the Union and the Management. The witness, Shri Rajendra Mangueshkar has not given any justification for the above demand nor supported it by any evidence, hence the above claim cannot be granted as prayed for. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration the Leave facilities to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, no separate Leave facilities is required. Hence, the above demand is answered accordingly.

(j) Demand No. 16: Bonus:

41. The Party I have demanded that 20% Bonus shall be paid to every employee on gross wages (Basic + DA VDA HRA+ TAOT EDU ALLOW Misc. ALLOW + SHIFT ALLOW, etc., without any ceiling. Annual bonus is to be disbursed eight days before the Ganesh Chaturthi. The burden of payment of Bonus which is at the minimum rate of 8.33% of wages, EPF at 12% of wages and ESI have to be taken into consideration. This comes to over 20% of the wages of each workman. Learned Advocate Shri A. V. Nigalye has submitted that Party II has been paying bonus which is higher than prescribed rates. The witness, Shri Rajendra Mangueshkar has claimed that Party II is paying less than statutory bonus in terms of law. Nonetheless, the Settlements dated 31-8-2012 at Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly take into consideration the Bonus to the workers and all the workers are enjoying the said benefits till date as per the said settlements, which appears to be just and reasonable. Hence, the above demand is answered accordingly.

(k) Demand No. 32: Period of settlement Bonus:

42. The Party I workmen have claimed that the present Charter of demands are specifically for the period of 3 years effective from 01-11-2007 to 30-10-2010. The Settlements dated 31-8-2012 at

Exh. 51 colly and Settlement dated 30-7-2008 at Exh. 53 colly are also for the period of three years and all the workers are enjoying the said benefits till date as per the said settlements. The above demand therefore can be safely answered in the affirmative. The Party I workmen having proved that the above demands raised by the Union vide letter dated 24-12-2007 are legal and justified and that the Workmen are entitled for above reliefs, the above issue No.1 and 2 are answered partly in the affirmative.

Recast Issue No. 3

43. Learned Adv. Shri A. V. Nigalye for Party II has submitted that the Party I has no locus standi to raise the dispute or represent workmen of Party II. He further submitted that Party I has examined its witness Shri Rajendra Mangueshkar who has stated in his affidavit that the workers of Party II became the members of Goa Trade Commercial Workers Union vide resolution passed by them to that effect and a copy of that resolution along with a letter was sent to the employer. Apart from this, the Union has not produced any document to prove its locus standi. In his cross-examination, he has stated that he is the General Secretary of the Union for past 15 years, but nothing is produced in support thereof. The next witness of the Party I Shri Devidas Chavan, has produced the letter dated 05-11-2007 at Exhibit 48 colly. The said document also does not give any authority to the Union to raise the dispute or raise Charter of demands. He further submitted that the Trade Union being a corporate entity, it has to act through resolutions. There is no resolution by the General Body of the Union or its Managing Committee authorizing the Union to raise any demands. In fact, the Charter of demands ought to have been placed before the General body of the Union or its committee and the members should have decided about submission of the demands to the employer. Secondly, the Union should pass a specific resolution to raise the dispute and espouse it. None of this has been done in this case. Hence, according to Learned Adv. Shri Nigalye, it has to be concluded that Union has no authority and locus standi to raise the dispute and represent the workers. However, as rightly submitted by Learned Adv. Shri Suhaas Naik, the workers have given the authority to the Union to submit Charter of demands and to raise the dispute. The witness, Shri Devidas Chavan has stated that he along with other permanent workers are the members of Goa Trade and Commercial Workers Union and that copy of the Resolution signed by its members in a General Body Meeting held on 1-11-2007 was sent

to the Company along with the copy of the letter to the Registrar of Trade Union. Exh. 48 colly are the said documents. The Resolution dated 1-11-2007 authorised the Union to file any claim, dispute before any forum, authority, Court of law against the management/Employer till its final adjudication. It is therefore, the Party I has proved that the Party I has locus standi to raise the dispute or represent workmen of Party II. The above submissions of Learned Adv. Shri Nigalye therefore pales into insignificance. Hence, the above issue is answered in the affirmative.

Issue No. 4

44. Learned Adv. Shri A. V. Nigalye for the Party II has submitted that in view of Settlement between the Employer/Party II and the workmen dated 30-07-2008, Charter of demands dated 24-12-2007 does not survive. However, the Party I workmen have raised the said dispute much prior to the Settlement dated 30-7-2008. The Party I workmen are not parties to the said settlement. The issue before the Tribunal is not that the settlement dated 30-07-2008 having been accepted by the majority are binding on rest of the workmen or that they cover all the demands which are subject matter of the present Charter of demands under adjudication and as such the dispute does not survive. The Party II through the pleadings or evidence of the witnesses examined by them have not established that the Charter of demands raised by the Party I workmen do not survive in view of Settlement dated 30-7-2008 and therefore, the above issue has to be answered in the negative.

Issue No. 5

45. Discernibly, the Party I workmen have sufficiently proved that the demands raised by the Goa Trade & Commercial Workers Union (AITUC), Panaji-Goa vide letter dated 24-12-2007, before the management of M/s. GKB Ophthalmics Limited, Tivim Industrial Estate, Mapusa-Goa, as discussed above are legal and justified and therefore, the Party I workmen are entitled for the reliefs as below:

46. In the result, I pass the following:

ORDER

- i. The Reference is partly allowed. Consequently, Demand No.(1) Flat rise and Basic salary, Demands No.(2) Special increments, Demand No. (3) Fixed Dearness Allowance, Demand No. (4) House Rent Allowance, Demand No. (5), Variable Dearness Allowance, Demand No. (6) Conveyance Allowance, Demand No. (7) Education Allowance, Demand No.

(9) Shift Allowance, Demand No. (11) Leave Travel Allowance, Demand No. (12) Overtime, Demand No.13, Leave Facilities, Demand No. (16) Bonus and Demand No. (32), Period of settlement, are all granted/ /partly granted with retrospective effect.

- ii. The Other demands as per the Order of reference are treated as redundant in view of the letter of the Party I at Exh. 64 relinquishing the said claim. Hence, they are all rejected.

iii. No order as to costs.

- iv. Inform the Government accordingly.

Sd/-
(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Mines & Geology Directorate of Mines & Geology

Order

No. 01/72/ADM/2005/Mines/Part-I/568

In supersession of all the earlier orders issued in this regards and in pursuance to Section 5 of the Right to Information Act, 2005 (Central Act No. 22 of 2005), the following are designated as State Public Information Officers in respect of the allocated of subject matters.

1. Smt. Nelita O. Fernandes e D'Silva, Assistant Geologist..... Major Mineral & (Link Officer), Shri Sankalp Shet Dessai, Assistant Geologist.
2. Shri Sudir Mandrekar, Assistant Geologist ... Minor Mineral & (Link Officer), Smt. Glancia Q. Fernandes, Assistant Geologist.
3. Shri Jaiwant Kamat, Surveying Officer... Survey Section & (Link Officer), Shri Snehal Sangelkar, Head Surveyor.
4. Assistant Accounts Officer... Accounts Section & (Link Officer) Accountant, Accounts Section.
5. Statistical Officer... Statistics Section & (Link Officer) Research Assistant, Statistics Section.
6. Office Superintendent... Establishment Section & (Link Officer), Shri Saklu Velip, Head Clerk & Shri Baban Gaonkar, Head Clerk.

This Order shall come into force with immediate effect.

Vivek H.P., IAS, Director (Mines & Geology).
Panaji, 29th June, 2021.

Department of Personnel

Order

No. 6/13/2011-PER/1529

On the recommendation of the Goa Service Board, the Governor of Goa is pleased to order the transfer and posting of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect:

Sr. No.	Name	Present posting	Posted as
1.	Shri Kapil Phadte	Deputy Collector & SDM-I, Bardez	Deputy Director (Admn.), Department of Information Technology.
2.	Shri Rajesh S. Ajgaonkar	Deputy Collector & SDM, Sattari, with additional charge of Forest Settlement Officer, North	Deputy Collector & SDM-I, Bardez with additional charge of Deputy Collector & SDM, Sattari and Forest Settlement Officer, North.
3.	Smt. Asha Harmalkar	Deputy Director (Admn.), Department of Information Technology, with additional charge of Dy. Director (Admn.), Department of Printing & Stationery	Deputy Director (Admn.), Department of Printing & Stationery.

The transfer of officer at Sr. No. 1 is at his own request. All the above officers shall take charge and submit compliance report.

By order and in the name of the Governor of Goa.

Vishal C. Kundaikar, Under Secretary (Personnel-I).

Porvorim, 23rd June, 2021.

Department of Public Health

Order

No. 45/1/2005-I/PHD/Part/1449

Read:- Memorandum No. 45/1/2005-I/PHD/Part/587 dated 17-03-2021.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/ /I/5/24(5)/2020/909 dated 19-01-2021, Government is pleased to appoint the following doctors to the post of Junior Anaesthetist (Group "A" Gazetted) under Directorate of Health Services in the Level 10 of Pay Matrix [Pay Band-3 Rs.15600-39100 + Grade Pay Rs. 5400/- (pre-revised)].

1. Dr. Rina Cordeiro.
2. Dr. Deepika Jaikrishna Chari (OBC).

The above doctors, shall be on probation for a period of two years.

The above doctors, has been declared medically fit by the Medical Board. The appointment is made subject to the verification of the character and antecedents. In the event of any adverse matter

being noticed by the Government on verification of their character and antecedents, their services shall be terminated.

Their appointment are made against the vacancies occurred due to promotion of Dr. Manjiri M. Navelkar alias Parsekar and Dr. Mansi Bakre, Junior Anaesthetist vide Order No. 7/23/87-I/PHD/ /2809 dated 18-12-2019.

Consequent upon their appointment, the above doctors are posted at Hospicio Hospital, Margao.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).

Porvorim, 29th June, 2021.

Order

No. 44/5/2006-I/PHD/1436

Government is pleased to accept the notice of voluntary retirement tendered vide dated 12-04-2021 by Dr. Puja Acharya, Public Health Dentist, under Directorate of Health Services on completion of 15 years of qualifying service in terms of Rule 48A of the C.C.S. (Pension) Rules, 1972 and as per the

provisions of the O.M. No. 12/1/89-Fin (R&C) dated 29-11-1989 and is permitted to retire from service voluntarily with effect from 10-07-2021 (a.n.).

Dr. Puja Acharya, Public Health Dentist shall stand relieved from Government service with effect from 10-07-2021 (a.n.).

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health).

Porvorim, 28th June, 2021.

Order

No. 23/20/2014-I/PHD/Part V/1406

In view of the declined COVID-19 cases in the State of Goa, Government hereby de-notifies all the Government Hospitals as COVID Hospital except Super Speciality Block of Goa Medical College, Bambolim and South Goa District Hospital, Margao, which shall continue to be Government COVID Hospital.

Consequent to above, the de-notified Government Hospitals shall shift their COVID patients to any one of the Hospital viz. Super Speciality Block of Goa Medical College, Bambolim and South Goa District Hospital, Margao at the earliest and resume their full scale normal activities as soon as possible.

All the Private Hospitals who are having facilities to treat COVID patients are permitted to admit and treat COVID patients as per their capacity to treat COVID patients.

By order and in the name of the Governor of Goa.

Vikas S. N. Gaunekar, Additional Secretary (Health).

Porvorim, 24th June, 2021.

Order

No. 8/63/91-I/PHD/1476

Government is pleased to accept the notice of voluntary retirement dated 31-03-2021 tendered by Dr. Neeta Kakodkar, Health Officer, STD Clinic, Asilo Hospital, Mapusa under Directorate of Health Services under Rule 48-A of C.C.S. (Pension) Rules, 1972 and to relieve her from the post of Health Officer under Directorate of Health Services with effect from 30-06-2021 (a.n.).

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health).

Porvorim, 29th June, 2021.

Order

No. 4/23/2002-II/PHD/Part 1/1215

Read: Memorandum No. 4/23/2002-II/PHD/Part 1/902 dated 10-05-2021.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/1/5/30(1)/2014/01 dated 01-04-2021, Government is pleased to appoint Dr. Pandurang alias Prathamesh A. Naik, to the post of Lecturer in Medicine (Group "A" Gazetted) under the Goa Medical College, Bambolim-Goa, on temporary basis in the Level-11 of Pay Matrix of 7th Pay Commission [Pay Band-3 Rs.15,600-39,100 + Grade Pay of Rs. 6,600/- (pre-revised)] with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Pandurang alias Prathamesh A. Naik, shall be on probation for a period of two years.

Dr. Pandurang alias Prathamesh A. Naik, has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of her character and antecedents. In the event of any adverse matter noticed by the Government on verification of his character and antecedents, her service will be terminated.

The appointment is made against the vacancy occurred due to revival of the posts vide Order No. 4/1/2018-II/PHD/1194 dated 14-08-2019.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).

Porvorim, 10th June, 2021.

Order

No. 38/4/2016-I/PHD/1462

Read: Order No. 38/4/2016-I/PHD/947 dated 30-04-2021.

In partial modification to the Government Order read in preamble Dr. Kameshwari V. Kadnekar, Medical Officer, Community Health Centre, Valpoi is hereby posted at Hospicio Hospital Margao with immediate effect in place of Dr. Samita Gauns, Medical Officer promoted to the post of Health Officer vide Order No. 22/6/98-I/PHD/PF-I/1086 dated 18-05-2021.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).

Porvorim, 28th June, 2021.

Department of Town and Country Planning

Office of the Chief Town Planner (Admn.)

Order

No. 1/3/TCP(Part File)/2017-19/1015

Read: Order No. 1/3/TCP (Part file)/2017-19/949 dtd. 17-06-2021.

Government is pleased to make the following minor modifications to the said Order read at preamble, in public interest.

Sr. No.	Name and Designation	Posting Ordered as per Order dated 17-06-2021	Proposed change
1.	Shri Rajesh Shirodkar, Deputy Town Planner	Town & Country Planning Dept., Headquarters, Panaji	Town & Country Planning Dept., Headquarters, Panaji and additional charge at Mormugao Taluka office, Vasco-da-Gama.
2.	Shri Mangiurish N. Verenkar, Deputy Town Planner	Town and Country Planning Dept., Ponda Taluka Office, Ponda and additional charge of Mormugao Taluka Office, Vasco-da-Gama	Town and Country Planning Dept., Ponda Taluka Office, Ponda.

By order and in the name of the Governor of Goa.

James Mathew, Chief Town Planner (Administration).

Panaji, 28th June, 2021.

Department of Urban Development

(Municipal Administration)

Order

No. 11/62/2020/DMA/RERA/Legal matters/994

Government of Goa is pleased to appoint the following Additional Government Advocates to appear and defend the interest of the Goa Real Estate Regulatory Authority in the matters before the Hon'ble High Court of Bombay at Goa, Panaji and before the Appellate Authority (Administrative Tribunal) with immediate effect and until further orders:

Sr. No.	Name of the Advocate	Designation
1	2	3
1.	Adv. Deep Shirodkar	Additional Government Advocate.
2.	Adv. Ankita Kamat	Additional Government Advocate.

1	2	3
3.	Adv. Maria Simone Judth Correia	Additional Government Advocate.
4.	Adv. Shivadatta P. Munj	Additional Government Advocate.

The allotment of cases before the Hon'ble High Court of Bombay at Goa and the Appellate Authority (Administrative Tribunal) for defending the interest of Goa Real Estate Regulatory Authority will be assigned to the Advocates on a case to case basis by Goa Real Estate Regulatory Authority.

The Advocates shall be paid fees as per the existing terms and conditions laid down by the Government vide Order No. 1/19/2015/LD (Estt.)/150 dated 18-01-2016 and subsequent Corrigendum No. 1/19/2015/LD(Estt.)/1887 dated 25-10-2016.

The expenditure shall be met from the Goa Real Estate Regulatory Authority funds.

This is issued with the approval of Government.

Gurudas P. Pilarnekar, Director (Urban Development).

Panaji, 30th June, 2021.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-5/87/WR/Adm. I/322

On the recommendation of the Goa Public Service Commission as conveyed vide Confidential letter No. COM/II/11/27(1)/2019/943 dated 08-02-2021, Government is pleased to order the promotion of the following Junior Engineers to the post of Assistant Engineers/Assistant Surveyor of Works (Civil) Group 'B' Gazetted in Water Resources Department on regular basis in the Pay Matrix Level No.7 and post them against the place indicated in Column No. 4:-

Sr. No.	Name of promotee	Present designation and place of posting	Designation and place of posting on promotion	Remarks
1	2	3	4	5
1.	Shri Ashok Mukund Harmalkar	Junior Engineer, O/o the Assistant Engineer, SD I, WD I, WRD, Porvorim	Asst. Surveyor of Works, O/o the Superintending Engineer, CPO, WRD, Porvorim	Promotion.
2.	Shri Agnelo Fernandes	Junior Engineer, O/o the Assistant Engineer, SD III, WD IX, WRD, Margao	Assistant Engineer, O/o the Assistant Engineer, SD III, WD X, WRD, Quepem	Promotion.

It is also proposed to transfer the below mentioned Assistant Engineer/Assistant Surveyor of Works (Civil) in WRD in view of the above posting of the promoted officers in Water Resources Department.

Sr. No.	Name of the officer	Present designation and place of posting	Designation and place of posting on transfer
1	2	3	4
1.	Shri Sagar Gaonkar	Assistant Engineer, O/o the Assistant Engineer, SD II, WD IX, WRD, Dharbandora	Assistant Engineer, O/o the Assistant Engineer, SD IV, WD XII, WRD, Margao with additional charge of O/o the Assistant Engineer, SD II, WD IX, WRD, Dharbandora.
2.	Shri Gorkha Nain Singh	Assistant Engineer, O/o the Assistant Engineer, SD I, WD XII, WRD, Sanguem	Assistant Engineer, O/o the Assistant Engineer, SD I, WD XIV, WRD, Quepem.

The promoted Officers at Serial No. 1 and 2 shall be on probation for a period of two years as specified in Column No. 9 of the Recruitment Rules notified in the Official Gazette, Extraordinary, Series 1 No. 28 dated 11-10-2001.

This is issued vide Government approval No. 3758/F dated 23-06-2021.

By order and in the name of the Governor of Goa.

Pramod B. Badami, Chief Engineer & ex officio Addl. Secretary (WR).

Porvorim, 30th June, 2021.

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